

**SO ORDERED**



  
**THOMAS J. CATLIOTA**  
U.S. BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND**  
Greenbelt Division

IN RE:  
YAKOV DANIEL BRODSKY  
AKA YAKOV BRODSKY  
ELLENA BRODSKY  
AKA ELLEN BRODSKY  
Debtor

Case No. 16-21292-TJC

Chapter 11

SUNTRUST BANK  
Movant

v.  
YAKOV DANIEL BRODSKY  
AKA YAKOV BRODSKY  
ELLENA BRODSKY  
AKA ELLEN BRODSKY  
Debtor/Respondent

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**AGREED ORDER MODIFYING STAY AS IT APPLIES TO REAL PROPERTY**

THIS CAUSE came on for consideration of the Motion of SunTrust Bank ("Movant") for relief from stay (the "Motion"), and the Response by Yakov Daniel Brodsky aka Yakov Brodsky and Ellena Brodsky aka Ellen Brodsky ("Debtor"). The Court, noting the agreement between the Debtor and Movant as to the relief set forth herein, finds it appropriate to grant the relief requested.

THEREFORE, it is ORDERED that:

1. The Motion is hereby **GRANTED**.

2. The Automatic Stay of 11 U.S.C. § 362(a) (the “Stay”) is hereby modified. Movant shall forbear from exercising any right to foreclosure pursuant to the Deed of Trust related to the real property located at 6927 Greentree Road, Bethesda, MD 20817 (the “Property”) so long as the Debtor remain in compliance with the terms of this Order.

3. Beginning with the November 1, 2017, present adequate protection payment of \$3,800.00, and continuing each month thereafter, until April 1, 2018. The current address for payments is:

SunTrust Mortgage Inc.  
Bankruptcy Department  
RVW 3034  
P.O. Box 27767  
Richmond, VA 23261

4. The total post-petition arrearages due to the Movant as of October 10, 2017 is calculated as follows:

Five (5) missed payment(s) of \$6,518.02 (September 1, 2016 through January 1, 2017)	=	\$32,590.10
Nine (9) missed payment(s) of \$6,608.44 (February 1, 2017 through October 1, 2017)	=	\$59,475.96
<b>Total Post-Petition Default</b>	=	<b>\$92,066.06</b>

**Estimated Principal due for adequate protection months**

Six (6) estimated principal payment(s) of \$2722.02 (November 1, 2017 through April 1, 2018)	=	\$16,332.12
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**Estimated Reinstatement Amount (minus interest paid)= \$108,398.18**

5. The Debtor will attain a contract to sell the property or will cure and pay the Estimated Reinstatement Amount by making a lump-sum payment in the amount estimated above (assuming all adequate protection payments are made in the interim) to Movant at the payment address above, in certified funds, in the amount of \$108,398.18 on or before April 15, 2018.

6. Based upon the lack of equity in the Property, as asserted in the Motion, the parties agree that if the Debtor convert this case to a filing under another Chapter of Title 11 of

the U.S. Code, the Stay is TERMINATED and Movant may immediately exercise all *in rem* rights provided by the Loan Documents and applicable state law, including but not limited to commencing or continuing a foreclosure action, obtaining or transferring title to the Property, and allowing a foreclosure purchaser or transferee to obtain possession of said Property.

7. If the holder of any other Deed of Trust or lien on the Property obtains relief from the Automatic Stay, then the Movant's obligation to forbear from commencing or continuing a foreclosure proceeding shall immediately terminate without any further proceeding in this Court and the Stay is TERMINATED as to Movant.

8. In the event that payment required by this Order is not received by Movant when it is due, or some other action required hereunder is not timely completed, Movant shall file a Notice of Non-compliance (the "Notice") and send a copy to the Debtor via first-class mail. The Notice will describe the nature of the default.

9. Upon the filing of the Notice, the Debtor must take one of the following actions within ten (10) days: i) cure the default or ii) file an objection with the Court stating no default exists.

10. If the Debtor does not take one of the actions within the prescribed time, set forth in the preceding paragraph, the Stay is TERMINATED. Thereafter, Movant may proceed with its *in rem* remedies permitted by the Loan Documents and applicable state law, including but not limited to commencing or continuing a foreclosure action, obtaining or transferring title to the Property, and allowing a foreclosure purchaser or transferee to obtain possession of said Property.

11. The Movant may file a Certificate of Default stating that it has complied with the terms of this Order and may submit, together with the Certificate of Default, a draft order terminating the Stay.

12. If the Debtor default(s) pursuant to the terms of this Order on a second occasion, Movant may file a Certificate of Default advising that the Stay has TERMINATED. The Debtor shall not be entitled to cure the default pursuant to the terms of this Order. Thereafter, Movant may proceed with its *in rem* remedies permitted by the Loan Documents and applicable state law, including but not limited to commencing or continuing a foreclosure action, obtaining or transferring title to the Property, and allowing a foreclosure purchaser or transferee to obtain

possession of said Property.

13. Any cure of the Notice must include all amounts set forth therein, including attorneys' fees resulting from the Debtor's default, as well as any payments which have subsequently become due under the terms of this Order and that are due at the time Debtor tenders funds to cure the default. Acceptance of partial payment by the Movant during the cure period shall not constitute a satisfaction or waiver of the Notice.

14. At Movant's discretion, and in order to avoid liquidation of said Property, Movant may offer and provide the Debtor with information regarding a potential Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation options, and may enter into such agreement with the Debtor (subject to further approval by this Court). Movant may also continue to protect its lien pursuant to the Loan Documents, to the extent allowed by law.

15. This Order applies to any successor-in-interest of Movant and shall not be subject to the stay of order referenced in Federal Rule of Bankruptcy Procedure 4001(a)(3).

AGREED:

/s/ Christina Williamson

Christina Williamson. MD Fed. Bar No. 16813  
BWW Law Group, LLC  
6003 Executive Blvd, Suite 101  
Rockville, MD 20852  
P: 301-961-6555, F:301-961-6545  
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*Counsel for the Movant*

/s/ David E. Lynn

David E. Lynn, Esq.  
15245 Shady Grove Road  
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Rockville, MD 20850  
*Counsel for Debtor*

**CERTIFICATION OF CONSENT**

I HEREBY CERTIFY that the terms of the copy of the agreed order submitted to the Court are identical to those set forth in the original agreed order; and the signatures represented by the /s/ on this copy reference the signatures of consenting parties on the original agreed order.

/s/ Christina Williamson

Christina Williamson.

cc:

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Office of the U.S. Trustee  
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c/o Becket and Lee LLP, P.O. Box 3001  
Malver, PA 19355-0701

Bank of America  
NC4-105-03-14  
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Greensboro, NC 27420-6012

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Internal Revenue Service  
Centralized Insolvency Section  
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Philadelphia, PA 19114

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Charlotte, NC 28272

Cavalry SPV I, LLC  
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Valhalla, NY 10595-1340

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2101 Wisconsin Ave., NW  
Washington, DC 20007-6224

Liptz, Roberts & Marquez  
5530 Wisconsin Ave., Ste 1100  
Chevy Chase, MD 20815-4311

Medicredit, Inc  
P.O. Box 1629  
Maryland Heights, MD 63043

NASA Federal Credit Union  
P.O. Box 1588  
Bowie, MD 20717-1588

Discover Financial Services, LLC  
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Comptroller of the Treasury  
Compliance Division, Room 409  
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Waltham, MA 02451-2173

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Parsippany, NJ 07054-1286

Capital One  
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Salt Lake City, UT 84130-0285

Henry Schein  
Dept CH 10560  
Palatine, IL 60055-0001

Keller Laboratories  
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Fenton, MO 63026-2409

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SAFCO Supply Co.  
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**END OF ORDER**